

JANUARY 31, 2004

JANUARY 31, 2003

~~JANUARY 31, 2001~~

CONTRACT PERIOD THROUGH JANUARY 31, 2000

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PSYCHOLOGICAL / EDUCATION EVALUATION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JANUARY 6, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR:

**PSYCHOLOGICAL/EDUCATION
EVALUATIONS SERVICES**

SECTION I

GENERAL PROVISIONS

1. **EFFECT**

To the extent that the Work Statement is in conflict with the General Provisions, the Work Statement shall control.

2. **DEFINITIONS**

A. **Division** means the Sheriff's Office, Inmate Services, the division of Maricopa County Sheriff's Office that provides special education services for inmates.

B. **Contract** means this document, all attachments and amendments hereto.

C. **Contractor** means the person, firm or organization listed on the Cover Page of this Contract.

D. **Administrator** means the Division Administrator of Department.

3. **GENERAL REQUIREMENTS**

A. The Terms of this Contract shall be construed in accordance with Arizona Law; any action thereon shall be brought in the appropriate court in the State of Arizona.

B. Must be licensed, in good standing, as school psychologist in the state of Arizona.

C. The Contractor is an independent Contractor in the performance of work and provisions of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

D. Prefer candidate to have national certification as a school psychologist by the National School Psychology Certification Board.

4. **ADEQUACY OF RECORDS**

If the Contractor's books, records, and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5. **CONTRACT LENGTH**

This review of qualifications is for awarding a contract to cover a one (1) year period.

6. **RIGHT TO EXTEND CONTRACT**

This contract may be extended at the County's request for up to four (4) additional annual periods. Nothing herein shall in anyway be construed to guarantee that the County will subsequently extend or award a Contract.

7. **AMENDMENTS**

All Amendments to this Contract shall be in writing and signed by both parties.

SECTION I **GENERAL PROVISIONS**

8. **ASSIGNMENT**

No right, liability, obligation or duty under this Contract may be assigned, delegated, or subcontracted in whole or in part, without the prior written approval of the Administrator.

9. **AUDIT DISALLOWANCES**

A. The Contractor shall, upon written notice thereof, reimburse County for any payments made under this Contract which are disallowed by a Federal, State, or County audit in the amount of the disallowance, as well as court costs and attorney fees which County incurs to pursue legal action relating to such a disallowance.

B. If at any time it is determined by the Administrator that a cost for which payment has been made is a disallowed cost, the Administrator shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Administrator either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount.

10. **AVAILABILITY OF FUNDS**

The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Department for disbursement. The Administrator shall be the sole judge and authority in determining the availability of funds under this Contract and Department shall keep the Contractor fully informed as to the availability of funds.

11. **CHANGES**

A. The Administrator may, at any time, by written order, make changes within the general scope of this Contract in any one or more of the following areas:

1. Work Statement activities reflecting changes in third party funding source or Department regulation, policies, or requirements.
2. Administrative requirements such as changes in reporting periods, frequency of reports, or reports formats required by a third party funding source or Department regulations, policies, or requirements.

B. Such order will not serve to increase or decrease the total compensation to be paid the Contractor, or to decrease any guaranteed units of service to be performed by the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

C. Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause of these General Provisions and be resolved accordingly.

12. **CONTRACT COMPLIANCE MONITORING**

The Department shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On site visits for Contract compliance monitoring may be made by the Department and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or

copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under this Contract.

SECTION I **GENERAL PROVISIONS**

13. **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability.

14. **DEFAULT**

The Administrator may suspend, modify, or recommend termination of this Contract immediately upon written notice to Contractor in the event of a non performance of stated objectives or other material breach of contractual obligations; or upon the happening on any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Such determination will not be made until such time as the dispute process has been exhausted as specified in the Disputes Clause of the Contract.

15. **DISPUTES**

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Maricopa County Dispute Process as specified in Maricopa County Procurement Code Section MC1906 which is hereby incorporated by reference.

16. **LAWS, RULES, AND REGULATIONS**

The Contractor understands and agrees that this Contract is subject to all the State and Federal laws, rules, and regulations that pertain hereto.

17. **RETENTION OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five years after final payment or until after the resolution of any audit questions which could be more than five years, whichever is longer. The Department, Federal, or State auditors and any other persons duly authorized by the Department shall have full access to and the right to examine, copy, and make use of any and all said materials.

18. **RIGHTS IN DATA**

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request any available information that is relevant to this Contract and to the performance hereunder.

19. **SEVERABILITY**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way effect, impair, or invalidate any provision hereof, and remaining provisions shall remain in full force and effect.

20. **STRICT COMPLIANCE**

Acceptance by the Department of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

SECTION I GENERAL PROVISIONS

21. **TERMINATION**

Either party may terminate this Contract at any time, upon 30 days notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.

22. **UNIVERSALITY**

This Contract is awarded on behalf of Maricopa County Sheriff's Office. Any Division or Department of County may utilize the service provided herein.

23. **NON-EXCLUSIVE STATUS**

The County reserves the right to have the same or similar professional service provided by other than the contractor.

24. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

25. **INSURANCE REQUIREMENTS**

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

SECTION I

GENERAL PROVISIONS

25. INSURANCE REQUIREMENTS (continued)

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

SECTION I

GENERAL PROVISIONS

26. **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

27. **CANCELLATION AND EXPIRATION NOTICE**

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

SECTION II

SPECIAL PROVISIONS

1. **EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control.

2. **PRIVATE PRACTICE**

A. The Contractor may engage in service separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor of his obligations as set forth herein. The Contractor shall secure and maintain in force, liability insurance and malpractice indemnification with minimum coverage of \$500,000 per occurrence and no less than \$1,000,000 annual aggregate coverage and shall furnish certificates of such coverage to the Administrator. The Contractor shall provide the Administrator 30 days prior written notice of cancellation, non renewal, or substantial change of his insurance coverage.

B. The Contractor agrees that in the event he, or any of his employees are named as a defendant in litigation wherein professional misconduct is alleged, that he will advise the Administrator in writing as to whether or not at the times alleged in the complaint, he or his employees were engaged in the performance of this contract. In the event the alleged conduct did not occur in connection with the performance of this contract, the contractor will indemnify and hold harmless County for any and all liability resulting from the alleged conduct.

SECTION III

WORK STATEMENT

PSYCHOLOGICAL/EDUCATION EVALUATIONS

1. **SERVICE DEFINITION**

The purpose of this document is to define the general requirements for two (2) part-time of on-call school psychologist or psychiatrist to perform psychological assessments, evaluations and/or testing of inmates referred by the Maricopa County Sheriff's Office Education Section. One position will serve as backup when primary psychologist or psychiatrist is not available.

In order to provide Maricopa County Sheriff's Office Education Sections with special education psychological services on a continuous basis, this contract will be open ended. Additional school psychologists may be added to this contract on an as needed basis.

2. **SERVICE OBJECTIVES AND TASKS**

A. **Objective:** To provide psychological services appropriate to meet the Federal and State Education Regulations for Special Education needs students.

SERVICE TASKS:

1. Must be fully knowledgeable and experienced with Individual Education Plans (IEP) requirements.
2. Must be knowledgeable of the IDEA and ARS Title 15 requirements to provide Special Education services to students, including but not limited to: review previous evaluation, if available, for the required components; review previous education history and relevant medical information; determine all areas of suspected disabilities via observation, screening and school records; perform comprehensive evaluation and/or re-evaluations; and evaluation in all areas of known or suspected disability within forty-five (45) days of consent.
3. Conduct formal and informal individual assessments in the following areas: behavioral/social, instruction, community experiences, employment, adult living daily living skills and functional vocational evaluation within forty-five (45) days of consent.
4. Write individual comprehensive evaluation report per the IDEA, 504 and ARS Title 15 standards.
5. Consult with education staff, Multi disciplinary Evaluation Team (MET) and other relevant parties to identify additional needs, goals and resources, develop IEP, and plan implementation.
6. Flexible hours involved. Service to be performed at any MCSO jail facility.

QUALIFICATIONS

Arizona school psychologist with minimum of two years experience conducting evaluations of special education students.

Preference given to school psychologist who has performed these services in a correctional facility for juveniles remanded as adults.

Pass security clearance and attend annual security class.

SECTION IV

COMPENSATION

1. **COMPENSATION**

- A. Subject to availability of funds, County will pay to Contractor \$350.00 for each unit of service. Also included in service will be an hourly rate for meetings. This rate is as of yet to be determined.
- B. Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes and other mandatory governmental deductions or obligations, and hold County harmless for any and all liability which Department may incur because of Contractor's failure to pay such taxes or obligations.

2. **METHOD OF PAYMENT**

- A. Contractor will submit a statement or invoice for services performed, broken down by facility, by the 15th of each month.
- B. Subject to the availability of funds, County will, within thirty working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment. Should County make a disallowance in the claim, in whole or in part, the contractor may dispute the disallowance. Such a dispute shall be processed in accordance with paragraph 13, above.
- C. The Contractor understand and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the Expiration Date submitted 60 days after the Expiration Date without the approval of the Administrator.

SECTION V

1. **INSTRUCTIONS**

Interested professionals must submit a letter of interest and resume to Karen Berry, Procurement Specialist, Maricopa County, Department of Materials Management, 320 W. Lincoln Street, Phoenix, Arizona 85003, by October 26, 1998, 2:00 P.M.

JAIME MATANOVICH, Ph.D, 8042 N. 11TH AVENUE, PHOENIX AZ 85021

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TERMS:	NET 30
FEDERAL TAX ID NUMBER:	57-3466411
TELEPHONE NUMBER:	(602) 943-4100
FAX NUMBER:	(602) 943-4100
CONTACT PERSON:	JAMIE MATANOVICH, Ph.D
VENDOR NUMBER:	573466411
CONTRACT PERIOD:	TO COVER PERIOD ENDING JANUARY 31, 2000 JANUARY 31, 2001 JANUARY 31, 2003 2004.

TOM R. RUDDY, Ph.D, 2524 S. EL PARADISO, #10, MESA AZ 85202

~~B0606078 B0606708~~

~~TERMS: NET 30~~

~~FEDERAL TAX ID NUMBER: 502 38 2240~~

~~TELEPHONE NUMBER: (602) 491 8691~~

~~CONTACT PERSON: TOM R. RUDDY~~

~~VENDOR NUMBER: 502382240~~

~~CONTRACT PERIOD: TO COVER PERIOD ENDING JANUARY 31, 2000~~